

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

**Dawn Bruce, John Lee, and Travis Pearson**, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

**Secure Lending Inc.**, an Ohio Corporation, and **Mehedi Hassan**, an individual

Defendants.

No. \_\_\_\_\_

**COLLECTIVE ACTION  
COMPLAINT**

Plaintiffs, Dawn Bruce (“Plaintiff Bruce”), John Lee (“Plaintiff Lee”), and Travis Pearson (“Plaintiff Pearson”) (collectively “Plaintiffs”), individually, and on behalf of all other persons similarly situated, allege as follows:

**PRELIMINARY STATEMENT**

1. Plaintiffs bring this action on behalf of themselves and all similarly-situated current and former Inside Sales Agents<sup>1</sup> of Defendants Secure Lending Inc. and Mehedi Hassan (“Defendants”) who were compensated at a straight-time hourly rate for all hours worked, regardless of whether those hours exceeded 40 in any given workweek.

2. Plaintiffs, individually, and on behalf of all others similarly-situated, bring this action against Defendants for their unlawful failure to pay overtime in violation of the Fair Labor Standards Act, 29 U.S.C. § 201-219 (the “FLSA”).

<sup>1</sup> For the purposes of this Complaint, “Inside Sales Agent” is exclusively a job title used for the purpose of classifying the putative class of similarly situated individuals in this collective action lawsuit and is not necessarily the job title given to the Plaintiffs and putative class by Defendants in their work for Defendants.

1           3.       Plaintiffs bring a collective action under the FLSA to recover the unpaid  
2 overtime owed to them individually and on behalf of all other similarly-situated  
3 employees, current and former, of Defendants. Members of the Collective Action are  
4 referred to as the “Collective Members.”

5  
6           4.       The Collective Members are all current and former Inside Sales Agents  
7 who were employed by Defendants at any time starting three years before this Complaint  
8 was filed, up to the present.

9           5.       This is an action for unpaid wages, liquidated damages, interest, attorneys’  
10 fees, and costs under the FLSA.

11  
12           6.       The FLSA was enacted “to protect all covered workers from substandard  
13 wages and oppressive working hours.” Under the FLSA, employers must pay all non-  
14 exempt employees an overtime premium for all time spent working in excess of 40 hours  
15 per week.

16  
17           7.       Defendants engaged in the regular policy and practice of misclassifying  
18 their Inside Sales Agents as independent contractors rather than employees. Specifically,  
19 Defendants subjected Plaintiffs and the Collective Members to their policy and practice  
20 of misclassifying their carpenters, who were employees, as independent contractors and  
21 then failing and/or refusing to pay them overtime for time they worked in excess of 40  
22 hours per week, in violation of 29 U.S.C. § 207(a).

23  
24           8.       Therefore, Defendants did not pay Plaintiffs or the Collective Members the  
25 applicable overtime rate, in violation of 29 U.S.C. § 207.  
26  
27

**JURISDICTION AND VENUE**

9. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 201, *et seq.* because this action arises under the Constitution and laws of the United States.

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because acts giving rise to the claims of Plaintiffs and the Collective Members occurred within the Northern District of Ohio, and Defendants regularly conduct business in and have engaged in the conduct alleged in the Complaint – and, thus, are subject to personal jurisdiction in – this judicial district.

**PARTIES**

12. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

13. At all times material to the matters alleged in this Complaint, Plaintiff Bruce was an individual residing in Cuyahoga County, Ohio, and is a former employee of Defendants.

14. At all material times, Plaintiff Bruce was a full-time, non-exempt employee of Defendants from approximately January 1, 2014 through approximately April 30, 2017.

15. Throughout Plaintiff Bruce's entire employment, she was paid between approximately \$10.00 and \$12.50 per hour, plus minor commissions.

1           16. At all times material to the matters alleged in this Complaint, Plaintiff Lee  
2 was an individual residing in Cuyahoga County, Ohio, and is a former employee of  
3 Defendants.

4           17. At all material times, Plaintiff Lee was a full-time, non-exempt employee  
5 of Defendants from approximately September 1, 2013 through approximately February  
6 28, 2015, and again from approximately June 1, 2016 through approximately April 30,  
7 2017.

8           18. Throughout Plaintiff Lee's entire employment, he was paid between  
9 approximately \$10.00 and \$12.50 per hour, plus minor commissions.  
10

11           19. At all times material to the matters alleged in this Complaint, Plaintiff  
12 Pearson was an individual residing in Cuyahoga County, Ohio, and is a former employee  
13 of Defendants.  
14

15           20. At all material times, Plaintiff Pearson was a full-time, non-exempt  
16 employee of Defendants from approximately June 1, 2014 through approximately April  
17 30, 2017.  
18

19           21. Throughout Plaintiff Pearson's entire employment, he was paid between  
20 approximately \$10.00 and \$12.50 per hour, plus minor commissions.  
21

22           22. At all material times, Plaintiffs were employed by Defendants but classified  
23 and paid as independent contractors. Defendants employed Plaintiffs to perform various  
24 sales-based duties, which generally consisted of, but was not limited to, cold-calling  
25 potential customers using leads provided by Defendants in order to pre-qualify potential  
26  
27

1 customers for loans, loan refinancing, mortgages, reverse mortgages; and other sales-  
2 related work that Defendants required them to do.

3 23. At all material times, Plaintiffs were employees of Defendants as defined  
4 by the FLSA, 29 U.S.C. § 203(e)(1) and were non-exempt employees under 29 U.S.C. §  
5 213(a)(1).  
6

7 24. Plaintiffs have given their written consent to be party Plaintiffs in this  
8 action pursuant to 29 U.S.C. § 216(b), a true and accurate copy of which is attached to  
9 this Complaint as “**Exhibit A.**”  
10

11 25. Plaintiffs bring this action on behalf of themselves and on behalf of all  
12 other persons similarly situated who are current or former Inside Sales Agents of  
13 Defendants, including but not limited to Inside Sales Agents who agree in writing to join  
14 this action seeking recovery under the FLSA.  
15

16 26. Plaintiffs bring this action on behalf of themselves and on behalf of all  
17 other similarly situated current and former employees of Defendants—specifically, Inside  
18 Sales Agents who were not paid overtime for time worked in excess of 40 hours in any  
19 given workweek and whose wages, therefore, were non-compliant with the FLSA.  
20

21 27. Defendant Secure Lending Inc. is an Ohio corporation, authorized to do  
22 business in the State of Arizona and was at all relevant times Plaintiffs’ and the  
23 Collective Members’ Employer as defined by 29 U.S.C. § 203(d).  
24

25 28. At all relevant times, Defendant Secure Lending Inc. owned and operated  
26 as Secure Lending Inc., a loan service and finance company in Cleveland, Cuyahoga  
27 County, Ohio.

1           29. Defendant Mehedi Hassan is has caused events to take place giving rise to  
2 the claims in this Complaint. Mehedi Hassan is an owner of Secure Lending Inc. and was  
3 at all relevant times Plaintiffs' and the Collective Members' employer as defined by the  
4 FLSA, 29 U.S.C. § 203(d).

5  
6           30. Under the FLSA, Defendant Mehedi Hassan is an employer. The FLSA  
7 defines "employer" as any individual who acts directly or indirectly in the interest of an  
8 employer in relation to an employee. Mehedi Hassan is an owner of Secure Lending Inc.

9  
10          31. At all relevant times throughout Plaintiffs' and the Collective Members'  
11 employment, Mehedi Hassan had the authority to hire and fire employees, supervised and  
12 controlled work schedules or the conditions of employment, determined the rate and  
13 method of payment, and maintained employment records in connection with Plaintiffs'  
14 and the Collective Members' employment with Secure Lending Inc. As persons who  
15 acted in the interest of Secure Lending Inc. in relation to the company's employees,  
16 Mehedi Hassan is subject to individual liability under the FLSA.

17  
18          32. Plaintiffs are further informed, believe, and therefore allege that each of the  
19 Defendants gave consent to, ratified, and authorized the acts of all other Defendants, as  
20 alleged in this Complaint.

21  
22          33. At all relevant times, Defendants conducted business in Cuyahoga County,  
23 Ohio.

24          34. Defendants, and each of them, are sued in both their individual and  
25 corporate capacities.  
26  
27

1           35. Defendants are jointly and severally liable for the injuries and damages  
2 sustained by Plaintiffs and the Collective Members.

3           36. At all relevant times, Plaintiffs and the Collective Members were  
4 “employees” of Defendants as defined by the FLSA, 29 U.S.C. § 201, *et seq.*  
5

6           37. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
7 Defendants.

8           38. At all relevant times, Defendants were and continue to be “employers” as  
9 defined by FLSA, 29 U.S.C. § 201, *et seq.*  
10

11           39. Defendants individually and/or through an enterprise or agent, directed and  
12 exercised control over Plaintiffs’ and the Collective Members’ work and wages at all  
13 relevant times.

14           40. At all relevant times, Plaintiffs and the Collective Members, in their work  
15 for Defendants, were engaged in commerce or the production of goods for commerce.  
16

17           41. At all relevant times, Plaintiffs and the Collective Members, in their work  
18 for Defendants, were employed by an enterprise engaged in commerce that had annual  
19 gross sales of at least \$500,000.  
20

21           42. At all relevant times, all Defendants were joint employers of Plaintiffs and  
22 the Collective Members. At all relevant times: (1) Defendants were not completely  
23 disassociated with respect to the employment of Plaintiffs and the Collective Members;  
24 and (2) Defendants were under common control. In any event, at all relevant times,  
25 Defendants were joint employers under the FLSA and 29 C.F.R. § 791.2(b) and  
26 employed Plaintiffs and the Collective Members.  
27

**FACTUAL ALLEGATIONS**

43. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

44. Defendants own and/or operate as Secure Lending Inc., an enterprise located in Cuyahoga County, Ohio.

45. Secure Lending Inc. is an enterprise that is a loan service and finance company whose primary marketplace offering is loan-and-financing-related services, including offering “a diverse array of mortgage loan programs, including Conventional, Jumbo, FHA, VA, and Reverse mortgage loans at competitive rates.”<sup>2</sup>

46. On approximately January 1, 2014, Plaintiff Bruce began employment with Defendants as an Inside Sales Agent, performing various repetitive tasks such as cold-calling potential customers using leads provided by Defendants in order to pre-qualify potential customers for loans, loan refinancing, mortgages, reverse mortgages; and other sales-related work that Defendants required them to do.

47. On approximately September 1, 2013, and then again on approximately June 1, 2016, Plaintiff Lee began employment with Defendants as an Inside Sales Agent, performing various repetitive tasks such as cold-calling potential customers using leads provided by Defendants in order to pre-qualify potential customers for loans, loan refinancing, mortgages, reverse mortgages; and other sales-related work that Defendants required them to do.

---

<sup>2</sup> <http://securelending.us> (last visited June 3, 2017)



1           48. On approximately June 1, 2014, Plaintiff Pearson began employment with  
2 Defendants as an Inside Sales Agent, performing various repetitive tasks such as cold-  
3 calling potential customers using leads provided by Defendants in order to pre-qualify  
4 potential customers for loans, loan refinancing, mortgages, reverse mortgages; and other  
5 sales-related work that Defendants required them to do.  
6

7           49. Rather than classify their Inside Sales Agents as employees, Defendants  
8 classified them as independent contractors.

9           50. Defendants misclassified all of their Inside Sales Agents, including  
10 Plaintiffs and the Collective Members, as independent contractors.  
11

12           51. Despite Defendants having misclassified all of their Inside Sales Agents,  
13 including Plaintiffs and the Collective Members, as independent contractors, Plaintiffs  
14 and the Collective Members were actually employees, as defined by the FLSA, 29 U.S.C.  
15 § 201 et seq.  
16

17           52. All of Defendants' Inside Sales Agents, including Plaintiffs and the  
18 Collective Members, in their work for Defendants, used Defendants' equipment and wore  
19 company uniforms.  
20

21           53. Defendants controlled their Inside Sales Agents schedules, including those  
22 of Plaintiffs and the Collective Members.

23           54. At all relevant times, Plaintiffs and the Collective Members were  
24 economically dependent on Defendants.  
25

26           55. The following further demonstrate that their Inside Sales Agents, including  
27 Plaintiffs and the Collective Members, were employees:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

- a. Defendants had the exclusive right to hire and fire their Inside Sales Agents, including Plaintiffs and the Collective Members;
- b. Defendants made the decision not to pay overtime to their Inside Sales Agents, including Plaintiffs and the Collective Members;
- c. Defendants supervised their Inside Sales Agents, including Plaintiffs and the Collective Members, and subjected them to Defendants' rules;
- d. Defendants' Inside Sales Agents, including Plaintiffs and the Collective Members, had no financial investment with Defendants' business;
- e. Defendants' Inside Sales Agents, including Plaintiffs and the Collective Members, had no opportunity for profit or loss in the business;
- f. The services rendered by Defendants' Inside Sales Agents, including Plaintiffs and the Collective Members, in their work for Defendants was integral to Defendants' business;
- g. Defendants' Inside Sales Agents, including Plaintiffs and the Collective Members, were hired as permanent employees, working for Defendants for continuous unspecified amounts of time.

56. At all relevant times, Defendants did not pay Plaintiffs or the Collective Members one and one half times their regular rates of pay for time spent working in excess of 40 hours in a given workweek.

1           57. Defendants classified their Inside Sales Agents, including Plaintiffs and the  
2 Collective Members, as independent contractors to avoid Defendants' obligation to pay  
3 their Inside Sales Agents, including Plaintiffs and the Collective Members, one and one  
4 half time their regular rates of pay for all hours worked in excess of 40 hours per week.  
5

6           58. Plaintiffs and the Collective Members were non-exempt employees.  
7

8           59. From the beginning of Plaintiffs' and the Collective Members' employment  
9 through the present day, Defendants failed to properly compensate Plaintiff for any of  
10 their overtime hours. During this time, Plaintiffs and the Collective Members worked  
11 approximately sixty (60) hours per week.

12           60. Plaintiffs and the Collective Members were generally paid on an hourly  
13 basis.  
14

15           61. Plaintiffs and the Collective Members were not managers. Plaintiffs and the  
16 Collective Members did not have supervisory authority over any employees, did not  
17 possess the authority to hire or fire employees, did not possess authority to make critical  
18 job decisions with respect to any of Defendants' employees, did not direct the work of  
19 two or more employees, and did not exercise discretion and independent judgment with  
20 respect to matters of significance.  
21

22           62. Plaintiffs' and the Collective Members' primary duty was not the  
23 management of the enterprise in which he was employed or any recognized department  
24 of the enterprise.  
25  
26  
27

1           63. From the beginning of Plaintiffs' and the Collective Members' employment  
2 through the present day, Defendants failed to properly compensate them for any of their  
3 overtime hours.

4           64. Defendants knew that – or acted with reckless disregard as to whether –  
5 their refusal or failure to properly compensate Plaintiffs and the Collective Members over  
6 the course of their employment would violate federal and state law, and Defendants were  
7 aware of the FLSA overtime wage requirements during Plaintiffs' and the Collective  
8 Members' employment. As such, Defendants' conduct constitutes a willful violation of  
9 the FLSA.  
10

11           65. Defendants refused and/or failed to properly disclose to or apprise Plaintiffs  
12 and the Collective Members of their rights under the FLSA.  
13

14           66. Therefore, in a given workweek, and during each and every workweek of  
15 Plaintiffs' and the Collective Members' employment with Defendants, Plaintiffs and the  
16 Collective Members were subject to Defendants' policy and practice of not paying one  
17 and one half times Plaintiffs' and the Collective Members' regular rates of pay.  
18

19           67. In a given workweek, and during each and every workweek of Plaintiffs'  
20 and the Collective Members' employment with Defendants, Plaintiffs and the Collective  
21 Members worked more than 40 hours but were not paid the applicable one and one half  
22 times Plaintiffs' and the Collective Members' regular rates of pay for time they spent  
23 working in excess of 40 hours.  
24

25           68. Plaintiffs believe and therefore claim that Defendants subjected each and  
26 every Inside Sales Agent that they employed, including Plaintiffs and the Collective  
27

1 Members, to its policy and specific course of not paying one and one half times  
2 Plaintiffs' and the Collective Members' regular rates of pay.

3 69. Plaintiffs and the Collective Members are covered employees within the  
4 meaning of the Fair Labor Standards Act ("FLSA").  
5

6 70. Defendants refused and/or failed to properly disclose to or apprise Plaintiffs  
7 and the Collective Members of their rights under the FLSA.

8 71. Defendants individually and/or through an enterprise or agent, directed and  
9 exercised control over Plaintiffs' and Collective Members' work and wages at all relevant  
10 times.  
11

12 72. Due to Defendants' illegal wage practices, Plaintiffs and the Collective  
13 Members are entitled to recover from Defendants compensation for unpaid overtime  
14 wages, an additional amount equal amount as liquidated damages, interest, and  
15 reasonable attorney's fees and costs of this action under 29 U.S.C. § 216(b).  
16

17 **COLLECTIVE ACTION ALLEGATIONS**

18 73. Plaintiffs reallege and incorporate by reference all allegations in all  
19 preceding paragraphs.  
20

21 74. Plaintiffs bring this action pursuant to 29 U.S.C. § 216(b) on their own  
22 behalves and as representatives of individuals similarly situated who are current or  
23 former Inside Sales Agents of Defendants.

24 75. At all times material, Defendants paid Plaintiffs and the Collective  
25 Members at a fixed hourly rate of less than the full.  
26  
27

1           76. Defendants subjected all of their Inside Sales Agents, including Plaintiffs  
2 and the Collective Members, to their policy and practice of misclassifying their Inside  
3 Sales Agents, who were actually employees, as independent contractors.

4           77. Defendants subjected all of their Inside Sales Agents, including Plaintiffs  
5 and the Collective Members, to their policy and practice of not paying their Inside Sales  
6 Agents one and one half times their regular rates of pay for time they spent working in  
7 excess of 40 hours in a given workweek, in violation of 29 U.S.C. § 207(a).  
8

9           78. At all times material, Plaintiffs and the Collective Members are and have  
10 been similarly situated, have had substantially similar job requirements and pay  
11 provisions, and are and have been subject to Defendants' decision, policy, plan, and  
12 common programs, practices, procedures, protocols, routines, and rules of willfully  
13 subjecting Plaintiffs and the Collective Members to their policy and practice of not  
14 paying their Inside Sales Agents one and one half times their regular rates of pay for time  
15 they spent working in excess of 40 hours in a given workweek, in violation of 29 U.S.C.  
16 § 207(a).  
17

18           79. Plaintiffs' claims stated in this complaint are essentially the same as those  
19 of the Collective Members. This action is properly maintained as a collective action  
20 because in all pertinent aspects the employment relationship of individuals similarly  
21 situated to Plaintiffs is identical or substantially similar.  
22

23           80. Plaintiffs and the Collective Members were each compensated on an hourly  
24 basis for the duration of their employment with Defendants.  
25  
26  
27

1           81.    The Collective Members perform or have performed the same or similar  
2 work as Plaintiffs.

3           82.    Defendants' failure to pay overtime compensation required by the FLSA  
4 results from generally applicable policies or practices, and does not depend on the  
5 personal circumstances of Plaintiffs or the Collective Members.  
6

7           83.    While Plaintiffs and Defendants have described Plaintiffs' and the  
8 Collective Members' job titles as Inside Sales Agents, the specific job titles or precise job  
9 responsibilities of each Collective Member does not prevent collective treatment.  
10

11           84.    All Collective Members, irrespective of their particular job requirements  
12 and job titles, are entitled to proper overtime wage compensation for all hours worked in  
13 excess of 40 in a given workweek.

14           85.    Although the exact amount of damages may vary among the Collective  
15 Members, the damages for the Collective Members can be easily calculated by a simple  
16 formula. The claims of all Collective Members arise from a common nucleus of facts.  
17 Liability is based on a systematic course of wrongful conduct by the Defendants that  
18 caused harm to all of the Collective Members.  
19

20           86.    As such, Plaintiffs bring their FLSA overtime wage claim as a collective  
21 action on behalf of the following class:  
22

23                   **The FLSA Collective Members are all of Defendants' current**  
24                   **and former Inside Sales Agents who were not paid one and one**  
25                   **half times their regular rates of pay for time spent working in**  
26                   **excess of 40 hours in a given workweek, starting three years**  
27                   **before this lawsuit was filed up to the present.**

1           87. Defendants' unlawful conduct, as described in this Collective Action  
2 Complaint, is pursuant to Defendants' corporate policy or practice of minimizing labor  
3 costs by refusing and/or failing to properly compensate its employees according to the  
4 FLSA.

5  
6           88. Defendants are aware or should have been aware that federal law prohibited  
7 them from not paying their Inside Sales Agents—namely, Plaintiffs and the Collective  
8 Members—an overtime premium wage for time spent working in excess of 40 hours per  
9 given workweek.

10  
11           89. Defendants' unlawful conduct has been widespread, repeated, and  
12 consistent.

13           90. This action is properly brought and maintained as an opt-in collective  
14 action pursuant to 29 U.S.C. § 216(b).

15  
16           91. Upon information and belief, the individuals similarly situated to Plaintiffs  
17 include more than fifty (50) employees currently and/or formerly employed by  
18 Defendants, and Plaintiffs are unable to state the precise number of similarly-situated  
19 employees because that information is solely in Defendants' possession, custody, or  
20 control, but it can be readily ascertained from their employment records and the records  
21 of Defendants' payroll processor.

22  
23           92. Notice can be provided to the Collective Members by First Class Mail to  
24 the last address known to Defendants, via email at the last known email address known to  
25 Defendants, and by text message to the last known telephone number known to  
26 Defendants.  
27



**DAMAGES**

93. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

94. Plaintiffs and the Collective Members are entitled to recover overtime compensation for the hours they worked in excess of 40 per given workweek for which they were not paid at the federally mandated one and one half times their regular rates of pay.

95. Plaintiffs and the Collective Members are also entitled to an amount equal to all of their unpaid wages as liquidated damages. 29 U.S.C. § 216(b).

96. Plaintiffs and the Collective Members are also entitled to recover their attorney's fees and costs as required by the FLSA. 29 U.S.C. § 216(b).

**COUNT ONE: FAIR LABOR STANDARDS ACT**  
**FAILURE TO PAY OVERTIME**

97. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

98. At all relevant times, Defendants engaged in the regular policy and practice of classifying their Inside Sales Agents, including Plaintiffs and the Collective Members, as independent contractors when they were in reality employees as defined by the FLSA.

99. At all relevant times, Defendants did not pay Plaintiffs or the Collective Members one and one half times their regular rates of pay for time spent working in excess of 40 hours in a given workweek.

1           100. Defendants classified their Inside Sales Agents, including Plaintiffs and the  
2 Collective Members, as independent contractors to avoid Defendants' obligation to pay  
3 their Inside Sales Agents, including Plaintiffs and the Collective Members, one and one  
4 half time their regular rates of pay for all hours worked in excess of 40 hours per week.

5           101. Defendants engaged in such conduct in direct violation of 29 U.S.C. §  
6 207(a).  
7

8           102. As such, unpaid overtime wages for such time Plaintiffs and the Collective  
9 Members worked in excess of 40 hours per given workweek is owed to Plaintiffs and the  
10 Collective Members for the entire time they were employed by Defendants.  
11

12           103. Defendants knew that – or acted with reckless disregard as to whether –  
13 their refusal or failure to properly compensate Plaintiffs and the Collective Members over  
14 the course of their employment would violate federal and state law, and Defendants were  
15 aware of the FLSA overtime wage requirements during Plaintiffs' and the Collective  
16 Members' employment. As such, Defendants' conduct constitutes a willful violation of  
17 the FLSA.  
18

19           104. Plaintiffs and the Collective Members are therefore entitled to  
20 compensation for their unpaid overtime wages at an hourly rate, to be proven at trial, plus  
21 an additional equal amount as liquidated damages, together with interest, reasonable  
22 attorney's fees, and costs.  
23

24           WHEREFORE, Plaintiffs, Dawn Bruce, John Lee, and Travis Pearson,  
25 individually, and on behalf of all other similarly situated persons, requests that this Court  
26  
27

1 grant the following relief in Plaintiffs' and the Collective Members' favor, and against  
2 Defendants:

3 A. For the Court to declare and find that the Defendants committed one or  
4 more of the following acts:

- 5 i. violated overtime provisions of the FLSA, 29 U.S.C. § 207, by  
6 failing to pay proper overtime wages;  
7  
8 ii. willfully violated overtime provisions of the FLSA, 29 U.S.C. § 207;

9 B. For the Court to award damages in the amounts of all unpaid overtime  
10 compensation due and owing to Plaintiffs and the Collective Members for  
11 time they spent working in excess of 40 hours per given workweek;  
12

13 C. For the Court to award compensatory damages, including liquidated  
14 damages pursuant to 29 U.S.C. § 216(b), in amounts to be determined at  
15 trial;  
16

17 D. For the Court to award prejudgment and post-judgment interest on any  
18 damages awarded;

19 E. For the Court to award Plaintiffs' and the Collective Members' reasonable  
20 attorneys' fees and costs of the action pursuant to 29 U.S.C. § 216(b) and  
21 all other causes of action set forth in this Complaint;  
22

23 F. For the Court to provide reasonable incentive awards for each named  
24 Plaintiff to compensate them for the time they spent attempting to recover  
25 wages for the Collective Members and for the risks they took in doing so;  
26  
27 and

1 G. Such other relief as this Court deems just and proper.

2 **REQUEST FOR COLLECTIVE ACTION CERTIFICATION**

3 As to Count I of this Complaint, Plaintiffs requests that the Court designate this  
4 action as a collective action on behalf of the FLSA Collective Members and promptly  
5 issue a notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the  
6 FLSA opt-in class, apprising them of the pendency of this action, and permitting them to  
7 timely assert FLSA claims in this action by filing individual Consent to Sue Forms  
8 pursuant to 29 U.S.C. § 216(b).  
9

10  
11  
12 RESPECTFULLY SUBMITTED this 5<sup>th</sup> day of June, 2017.

13 THE BENDAU LAW FIRM, PLLC

14 By: /s/ Clifford P. Bendau, II  
15 Clifford P. Bendau, II (OH No. 089601)  
16 Christopher J. Bendau (*pro hac vice pending*)  
17 THE BENDAU LAW FIRM PLLC  
18 P.O. Box 97066  
19 Phoenix, Arizona 85060  
20 Telephone AZ: (480) 382-5176  
21 Telephone OH: (216) 395-4226  
22 Email: cliffordbendau@bendaulaw.com

23 By: /s/ James L. Simon  
24 James L. Simon (OH No. 89483)  
25 6000 Freedom Square Dr.  
26 Independence, OH 44131  
27 Telephone: (216) 525-8890  
Facsimile: (216) 642-5814  
Email: jameslsimonlaw@yahoo.com